

NORTH CAROLINA  
CURRITUCK COUNTY

BOOK 117 PAGE 576

KNOW ALL MEN BY THESE PRESENTS:

That Corolla, Inc., a corporation organized and existing under the laws of the State of North Carolina, hereinafter sometimes called Developer, does hereby covenant and agree to and with all other persons, firms and corporations hereafter acquiring any property shown and designated as Lots 1 through 44 on that certain plat prepared by S. Elmo Williams, Registered Surveyor under date of May, 1972 entitled in part "Section 3 OF Corolla Village Currituck County, North Carolina Scale 1 inch = 100 Feet May, 1972" recorded in Map Book 4 Pages 34+35 in the Office of the Register of Deeds of Currituck County, said property being now owned by Corolla, Inc., that said property shall be hereby subjected to the following restrictions as to the use thereof running with said properties by whomsoever owned, to wit:

FIRST: No lot shall be used except for residential purposes. No building shall be erected or placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half stories in height and a private garage for not more than two cars.

SECOND: The design, materials, construction and location on each lot of any home, residence or other permitted building or buildings or the alteration or addition thereto, before the beginning of any work thereon, shall be submitted to the Developers for approval and its approval shall be a condition precedent to the beginning of work on said structure.

THIRD: No building or structure including porches shall be erected nearer than 20 feet to the front lot line nor nearer than 15 feet to the side street lot line nor nearer than 7 feet to any interior side lot line or rear line.

FOURTH: No trailer, tent, shack or other temporary buildings shall be erected or placed on any lot within the subdivision except with the express written approval of the developers and

all grants of such exceptions by written approval of the developers shall terminate immediately upon the State of North Carolina constructing or taking over the maintenance of a public road leading into said subdivision and connecting same with the highway system of the State of North Carolina.

FIFTH: No single-family dwelling shall be constructed containing less than 800 square feet of livable floor space. There shall be excluded from the above calculation all wall space, garages, breezeways, unfinished attics and porches even though the breezeway and porches are enclosed.

SIXTH: No lot in said subdivision shall be resubdivided or divided so as to form a lot having less area than contained in the original lot, but it is contemplated that purchasers may purchase one or more lots or portions thereof, provided such lot so assembled shall not be of less area than either of the original lots forming a part thereof.

SEVENTH: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent or signs used by the Developers to advertise the property during the construction and sale period.

EIGHTH: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

NINTH: No lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage or other waste shall be kept in sanitary containers and all incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

TENTH: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ELEVENTH: No outside toilet shall be erected on said property and all toilets shall be connected with approved sanitary

sewage system.

TWELPTH: The owners of Lots 1 through 9 in the improvement of said lots and in the construction of improvements thereon shall maintain the dune lines and the stability thereof in as good or equally stable condition as exist at the time of the filing of this declaration.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them from the date hereof up to July 19, 1992, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

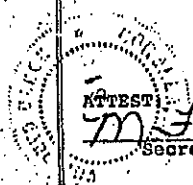
Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages and specifically, without limiting the above, the owners of any lot having thereon a permitted excepted structure within the exception contained in covenant Fourth above, by the acceptance of such permit and right under the exception, covenant and agree to abide by the conditional permit and acknowledged that they are subject to the issuance of a mandatory injunction to remove said structure permitted under the exception upon their failure to remove same upon the expiration of said permit.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF Corolla, Inc. has caused these presents to be signed in its corporate name by its President, duly attested by its Secretary and its corporate seal hereto affixed, all by authority duly given all as and of the 19th day of July, 1972.

COROLLA, INC.

BY: *Henry Miller*  
President



ATTEST:  
*M. F. Sautiger*  
Secretary

NORTH CAROLINA  
PASQUOTANK COUNTY

This is to certify that on the 20<sup>th</sup> day of July, 1972 before me personally came M. F. Frutiger, with whom I am personally acquainted, who being by me duly sworn, says that J. Kenyon Wilson, Jr., is the President and that she, the said M. F. Frutiger is the Secretary of Corolla, Inc., the corporation described in and which executed the foregoing instrument, that she knows the common seal of said corporation and that the seal affixed to the foregoing instrument is said common seal and the name of the corporation was subscribed thereto by the said President, and that said President and Secretary subscribed their names thereto and said common seal was affixed all by authority of the Board of Directors of said corporation and that the said instrument is the act and deed of said corporation.

Witness my hand and notarial seal this 30<sup>th</sup> day of July 1972.



Olivia B. McDougall  
Notary Public

My commission expires: April 16, 1977

NORTH CAROLINA  
CURRITUCK COUNTY

The foregoing certificate of Olivia B. McDougall, a Notary Public of Camden County, State of North Carolina is certified to be correct.

This 28 day of July, 1972.

Filed for registration on the 28 day of July, 1972 at 3:30 o'clock P.M.

A. W. Taylor, Jr.  
Register of Deeds

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